

*An Act to confirm a certain Bylaw of
the City of Saskatoon and a certain
Agreement entered into between
Canadian Northern Railway
Company and the Canadian National
Railway Company of the one part and
The City of Saskatoon of the other
part and for other purposes*

being a Private Act

Chapter 104 of the *Statutes of Saskatchewan, 1930*
(effective March 27, 1930).

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

1930
CHAPTER 104

An Act to confirm a certain Bylaw of the City of Saskatoon and a certain Agreement entered into between Canadian Northern Railway Company and Canadian National Railway Company of the one part and The City of Saskatoon of the other part and for other purposes

(Assented to March 27, 1930)

Preamble

WHEREAS on the 14th day of October, 1929, Bylaw No. 2004 was finally passed by the Council of the City of Saskatoon, a copy of which bylaw forms Schedule "A" to this Act; and

WHEREAS by said Bylaw No. 2004 the Mayor and City Clerk of the city of Saskatoon were authorised and empowered to execute on behalf of the said City of Saskatoon an agreement between Canadian Northern Railway Company and Canadian National Railway Company of the one part and The City of Saskatoon of the other part; and

WHEREAS said agreement, a copy of which forms Schedule "B" to this Act, was executed in triplicate on the 14th day of October, 1929; and

WHEREAS the City of Saskatoon has presented a petition to the Legislature of the Province of Saskatchewan praying for the ratification, confirmation and validation of said Bylaw No. 2004 and the said agreement executed on the 14th day of October, 1929; and

WHEREAS it is expedient to grant the prayer of the said petition:

Now therefore His Majesty, by and with the advice and consent of the Legislative Assembly of Saskatchewan, enacts as follows:

Bylaw and agreement ratified

1 Bylaw No. 2004 of the City of Saskatoon, which was finally passed by the Council of said City on the 14th day of October, 1929, and the agreement which was executed by Canadian Northern Railway Company and Canadian National Railway Company and The City of Saskatoon on the 14th day of October, 1929, which bylaw and agreement are set forth in Schedules A and B respectively hereto, are hereby ratified, confirmed and validated, in all respects, and the parties thereto are hereby authorised and required to carry out the terms, conditions and provisions thereof.

1930, c.104, s.1.

Retrospective

2 This Act shall be retrospective in so far as respects anything done or agreed to be done, in accordance with or in pursuance of said bylaw and agreement, prior to the date when this Act comes into force.

1930, c.104, s.2.

SCHEDULE A

BYLAW NO. 2004

A Bylaw of the City of Saskatoon respecting an Agreement between the City and The Canadian Northern Railway Company and the Canadian National Railway Company.

WHEREAS the City of Saskatoon purposes to enter into an agreement with The Canadian Northern Railway Company and Canadian National Railway Company, which agreement is incorporated herewith as Schedule "A" to this bylaw and forms part of this bylaw, and it is expedient to make provision for the carrying out of the terms thereof and to grant exemption from taxation as in said agreement more particularly set out and to do all other acts, matters and things whatsoever necessary and essential to the due performance and fulfilment of the terms of said agreement.

NOW THEREFORE the Council of the City of Saskatoon enacts as follows:

1 It shall be lawful for the City of Saskatoon to enter into the said agreement with The Canadian Northern Railway Company and Canadian National Railway Company, which agreement is incorporated herewith as Schedule "A" to this bylaw and forms part of this bylaw; and the mayor and city clerk are hereby authorised and empowered to execute the said agreement on behalf of the City and to affix the corporate seal thereto.

Read a first time this 14th day of October, 1929.

Read a second time this 14th day of October, 1929.

Read a third time and passed this 14th day of October, 1929.

G.W. Norman, *Mayor*.

(SEAL)

M.C. Tomlinson, *City Clerk*.

SCHEDULE B

AGREEMENT

THIS AGREEMENT, made this 14th day of October, A.D. 1929;

BETWEEN:

The Canadian Northern Railway Company,

- and -

CANADIAN NATIONAL RAILWAY COMPANY,

hereinafter jointly referred to as the "Railways", Of the First Part,

- and -

The City of Saskatoon, in the Province of Saskatchewan,

hereinafter referred to as the "City", Of the Second Part.

WHEREAS the Railways contemplate the erection of an hotel in the City of Saskatoon; and whereas the most suitable site therefor has been found to be upon Spadina Crescent and Twenty-first Street and lands adjoining on the river front; and whereas to provide the said site it will be necessary for the City to close portions of Spadina Crescent and Twenty-first Street, and to provide a street diversion in lieu thereof;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter contained, the parties have agreed and to hereby agree as follows:

The City agrees:

- 1 To forthwith close and sell, or to have closed and sold to the Railways or to such subsidiary of the Railways as the latter may select (hereinafter referred to as "the selected subsidiary") those portions of Spadina Crescent and Twenty-first Street shown within the boundaries colored red on the plan attached and signed as relative thereto; and to do all such acts and things as may be necessary or expedient to have such portions of said streets closed and vested in the Railways or the selected subsidiary.
- 2 At its own expense (subject as hereinafter specified) to open up, grade and pave, or cause to be opened up, graded and paved, and thereafter to maintain or cause to be maintained, a new or diverted street of the width shown on said plan with the necessary sidewalks and lighting, upon the location shown within the green circular lines on the said plan; and that the said grading, paving, sidewalks and lighting, shall be of standards not inferior to those to which the grading, paving, sidewalks and lighting now laid out or provided on said portion of Twenty-first Street conformed at the date or dates when said works were undertaken.
- 3 To dedicate free of cost and clear of all encumbrances so much of Lot 24, Block 161, Plan Q3, as is required for the provision of the said street diversion; and to transfer to the Railways or the selected subsidiary free of cost and clear of all encumbrances the remainder of said lot.

- 4 At the expense of the Railways to divert from those portions of Spadina Crescent and Twenty-first Street to be closed and sold hereunder the sewer and water main now constructed thereunder, and to relocate said sewer and water main under the said diverted street; all said work to be completed prior to the commencement by the Railways of the construction of the said hotel, after which the City shall have no further rights in said sewer and water main in or under the portions of streets so closed and sold.
- 5 In the exercise of the right of maintenance, repair and renewal of the six foot intercepting sewer granted by the Railways under Clause 16 hereof, to do as little damage as possible; and as often as it (the City) interferes with the surface of the property of the Railways (in said Clause 16 referred to as "land taken from Henry Terwindt") to restore the same to the condition in which it was prior to such interference.
- 6 To exempt for a period of twenty-five (25) years from the date of this agreement the Railways and the selected subsidiary and the said lands referred to in Clause one (1) hereof, and the said hotel and all other buildings and improvements which may hereafter be erected upon the said lands, and any other lands which may be used in connection with the said hotel, and the furnishings and equipment in said hotel and other buildings, from all municipal taxes of every kind, including School and Local Improvement Taxes, but excepting only business tax as defined in *The City Act* as at the date hereof; and to release and discharge as it hereby releases and discharges the Railways and the selected subsidiary from the payment of all taxes of every nature, including School and Local Improvement Taxes, (but excepting business tax as hereinbefore defined), for or in respect of the said lands and premises, and for or in respect of said hotel and other buildings and improvements and the furnishings and equipment in said buildings and premises for the period aforesaid.
- 7 To accept as the sole consideration for the sale, dedication, donation and transfer by the City to the Railways of the properties hereinbefore defined the performance by the Railways of the covenants on their part hereinafter contained.
- 8 To furnish all the water, light and power required for the construction and operation of the said hotel and other buildings for such time as the Railways desire to avail themselves of said utilities; that such water, light and power so supplied hereunder shall be treated and charged for by the City as if it were water, light and power supplied to The Canadian Northern Railway Company and The Grand Trunk Pacific Railway Company under and in pursuance of the following agreements:
 - (a) an Agreement dated 20th January, 1928, entered into between the City of the First Part and The Canadian Northern Railway Company, of the Second Part, respecting the supply of electrical energy to The Canadian Northern Railway Company in connection with its undertaking in the City of Saskatoon; and

- (b) an Agreement dated 2nd July, 1928, entered into between the City of the First Part, and The Canadian Northern Railway Company and The Grand Trunk Pacific Railway Company, of the Second Part, respecting the supply of water to said Railways for the purposes of their undertakings in the City of Saskatoon; and on the expiry of the said agreements and/or of any renewals thereof, the City agrees to furnish all such water, light and power as the Railways may desire to avail themselves of for the construction and operation of the said hotel and other buildings, for such time as the Railways may desire so to avail themselves of the same, at reasonable rates, which (without restricting the generality of said expression) shall be on a downward graduated basis, and shall, as regards water only, be not higher than those specified in the present City bylaw.
- 9 Whereas the City has, under its statutory powers, commenced expropriation proceedings for the taking of property belonging to Henry Terwindt lying immediately East of Spadina Crescent; and whereas the part of said property lying East of the East boundary of the said lands described in Clause 1 hereof is required by the Railways who have expropriated same for the purposes of the said hotel, the City will (and does hereby agree) without charge so to amend its expropriation plan and proceedings as to exclude the portion so required and taken by the Railways.
- 10 At its own expense to generally improve and keep improved the amenity of the City in the vicinity of the said hotel.
- 11 To apply forthwith to the Legislature of the Province of Saskatchewan for ratification, confirmation and validation of this agreement and of all bylaws passed and proceedings taken in pursuance hereof.

The Railways Agree:

- 12 On receiving title to the necessary property, to forthwith commence the erection on the site indicated on said plan attached hereto of an hotel of the type known as "The Chateau type," with a minimum of two hundred (200) guest rooms, and provision for additional rooms.
- 13 Subject to: (a) the Parliament of Canada voting annually the sums required to carry on the construction of the said hotel; (b) ratification by the Legislature of Saskatchewan of this agreement, and all bylaws passed and proceedings taken hereunder; and (c) the Act of God, strikes, and other causes beyond the control of the Railway (the Railways agree) to carry on with all due diligence the construction of the said hotel to completion and thereafter to equip, maintain and operate the same, conforming to the Railways' usual standard of construction, appointment and equipment.
- 14 To secure and dedicate free of cost the portions of the Lots 14, 15 and 16 in Block 162, Plan Q2, and of Lots 22 and 23 in Block 161, Plan Q3, required for the construction of the aforesaid street diversion.

- 15 That if in consequence of the closing or transferring of the portions of the streets hereinbefore mentioned, or the opening up out of the said street diversion, any lawful claim for compensation or damages is made against the City, and the City is obliged to pay compensation or damages, to owners or occupiers of or other persons interested in land injuriously affected, the Railways agree to indemnify the City in respect of the compensation or damages so paid:

Provided, however, that in no case shall such compensation or damages be paid by the City to any such persons without the consent of the Railways, or as the outcome of legal proceedings instituted against the City;

Provided that the City shall notify the Railways of any actions, suits, writs, notices, claims or demands made or served on the City in connection with or by reason of the closing or transferring of said portions of streets, or the opening up of the said street diversion or any other thing done hereunder and shall forthwith mail copies thereof to the Railways at Winnipeg, and the Railways shall have the right, at their option and at their own cost, in the name of the City to appear in and defend or compromise any such action, claim, demand or other proceeding commenced against the City, to assume the conduct on behalf of the City of any arbitration proceedings commenced under the provisions of *The City Act* and/or *The Highways Act* arising out of any of the matters aforesaid (with right to appeal any award) and to resist payment of any sums or sum of money or compliance with or fulfilment of any such claim or demand or otherwise as the Railways may think fit. The Railways also agree to indemnify the City against all costs incurred in connection with all such claims, arbitrations and proceedings:

Provided the City shall give all assistance in its power to the Railways to enable them to investigate, settle or defend any such action, claim or demand, or to conduct any such arbitration. Should any property belonging to the City be damaged or affected by the closing of said streets or the opening up of the said street diversion, the City shall make no claim against the Railways in respect thereof.

- 16 To grant (as the Railways hereby grant) to the City the right in perpetuity, but at the City's own expense, to maintain, repair and when necessary renew the six foot intercepting sewer constructed on lands of the Railways abutting on the said hotel site on the East thereof (and being the lands taken by the Railways from Henry Terwindt); and to grant to the City, its agents, servants and workmen the right to enter upon said lands so taken by the Railways, with or without horses, carts, wagons or other appliances, for the purpose of the maintenance, repair and/or renewal of said sewer.
- 17 To pay the City the sum of twenty-five thousand (\$25,000.00) dollars as a reimbursement of the cost of grading, paving and maintenance of the said street diversion, and the general improvement of the amenity of the City in the vicinity of the said hotel.

IN WITNESS WHEREOF the parties hereto have caused to be hereto affixed their respective corporate seals, attested by the hands of their respective proper officers.

Signed, sealed and delivered

in the presence of:

CANADIAN NATIONAL RAILWAY COMPANY

S.J. Hungerford, *Vice President.*

(SEAL)

R.P. Ormsby, *Secretary.*

THE CANADIAN NORTHERN RAILWAY COMPANY

S.J. Hungerford, *Vice President.*

(SEAL)

R.P. Ormsby, *Secretary.*

THE CITY OF SASKATOON

G.W. Norman, *Mayor.*

(SEAL)

M.C. Tomlinson, *City Clerk.*